

**Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

**REQUEST FOR QUOTATION [RFQ]**

**PEDB NUMBER: 35540**

**E-TENDER REFERENCE NUMBER: TFR/2022/03/0125/RFQ**

**FOR THE PROVISION OF: REPAIRS OF HYDRAULIC EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS**

**FOR A PERIOD OF: 24 MONTHS**

**FOR DELIVERY TO: EAST LONDON**

**ISSUE DATE: 23 MARCH 2022**

**CLOSING DATE: 05 APRIL 2022**

**CLOSING TIME: 10:00 AM**

**SECTION 1: SBD1 FORM**

**PART A**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF REPAIRS OF HYDRAULIC EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS FOR EAST LONDON, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	<b>PEDB: 35540</b>	ISSUE DATE:	<b>23/03/2022</b>	CLOSING DATE:	<b>05/04/2022</b>	CLOSING TIME:	<b>10h00 am</b>
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**DESCRIPTION** **REPAIRS OF HYDRAULIC EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS FOR EAST LONDON**

**BID RESPONSE DOCUMENTS SUBMISSION**

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

**RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.**

The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- Click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
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CONTACT PERSON	<b>Anele Gwanya</b>	CONTACT PERSON	<b>Granville van der Merwe</b>
TELEPHONE NUMBER	<b>041 507 2173</b>	TELEPHONE NUMBER	<b>N/A</b>
FACSIMILE NUMBER	<b>041 507 2000</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<b>anele.gwanya@transnet.net</b>	E-MAIL ADDRESS	<b>granville.vandermerwe@transnet.net</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER QUESTIONNAIRE BELOW ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?       YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?       YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?       YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?       YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.**

**PART B  
 TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: \_\_\_\_\_

## SECTION 2: NOTICE TO BIDDERS

### 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

<b>CLOSING DATE</b>	<b>10:00 am on Tuesday, 05 APRIL 2022</b> As a general rule, if a bid is late or not submitted online via the Transnet e-Tender Submission Portal, it will not be accepted for consideration.
<b>BID OPENING</b>	A public opening <b>will not</b> be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents if required.
<b>VALIDITY PERIOD</b>	<b>90 Business Days from Closing Date</b> <b>End of validity period: 17 AUGUST 2022</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
<b>COMMENTS/COMPLAINTS</b>	Kindly note that all comments and complaints regarding all RFx's issued by Transnet may be directed to <a href="mailto:TFRProcurement.Complaints@transnet.net">TFRProcurement.Complaints@transnet.net</a> .

### 2 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 4 [*Communication*] below:

### 3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to [[granville.vandermerwe@transnet.net](mailto:granville.vandermerwe@transnet.net)] before **12:00 pm on 30 March 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Name	Email Address	Telephone	Fax
Anele Gwanya	<a href="mailto:GRP-TFR-PETenders@transnet.net">GRP-TFR- PETenders@transnet.net</a>	041 507 2173	041 507 2000
Ronelle Blom		041 507 2721	041 507 2000
Phumla Maldaka		041 507 2720	041 507 2000

### 4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

## **5 Employment Equity Act**

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

## **6 Changes to Quotations**

Changes by the Respondent to its submission will not be considered after the closing date and time.

## **7 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

## **8 Disclaimers**

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

## 9 Specification

### Background

Transnet Freight Rail would like to enter into a contract, on an as and when required basis, for the repair and service of hydraulic equipment in accordance with the terms and conditions of this specification.

### Definitions

#### **"As And When Contract"**

The Contractor shall be required to repair hydraulic tools on an "as and when" required basis by Transnet Freight Rail, for the full term or duration of the contract and in accordance with the terms and Conditions hereinafter set out.

#### **"Contract Manager"**

Refers to the person appointed by Transnet Freight Rail to supervise and take charge of the contract.

#### **"Distribution Centre"**

Refers to a national, regional or localised distribution centre. For the purposes of this tender, the distribution centres are located in East London.

#### **"Site" or "On-Site"**

Means the Infrastructure Maintenance Depot from which the fault and/or damage originated or was reported or where the tool/machine is.

#### **"Machine owner"**

Infrastructure Maintenance Depot representative reporting the fault and/or damage sustained by welding unit and accessories.

### Scope

This document covers Transnet Freight Rail's requirements for the repair and service of hydraulic track maintenance tools on an "as and when" contract basis. The contractor will be required to render service for period of two years or until the budget amount is depleted (whichever occurs first)

### Tendering

- Tenders are requested to submit schedule of compliance, a breakdown of fixed prices of the various items as requested in the RFQ
- For tendering and adjudication purposes the evaluation of the tender shall, inter alia, be based on the breakdown of prices as per the attached appendix for a period of two years.
- Tenderers must indicate whether they wish to tender for the servicing and/or repair of the full range of hydraulic tools or whether they wish to split them in accordance with the type of work they do, and/or services they provide.
- Transnet Freight Rail shall not disclose the successful tender's tender price or any other tendered prices, as this is regarded as confidential information.
- Transnet Freight Rail reserves the right to inspect the tenderer's facilities prior to awarding the contract in order to ensure that it is suitable for the type of repair required
- The tenderer shall submit with his tender a schedule of compliance with the clauses of this specification and clearly indicate the extent of non-compliance, if applicable.
- Tenderer shall indicate which indices (labour and/or material) will be applicable to his quotation and also the base values applicable to quotations for repair work after awarding of contract(s).
- Tenderers shall take cognisance of the minimum scope of repair work required as indicated in the RFQ

### **Repair process for hydraulic tools and equipment**

Upon any failure and/or damage to the hydraulic tool/equipment associated with the tool, it shall first be inspected by the machine owner for all the defects. The depot concerned shall then log a fault with the Contract Manager who shall be the person responsible for logging a fault and/or damage with the Contractor in accordance with the fault reporting procedures hereinafter set out.

### **Fault Reporting**

- The Contractor shall conduct an inspection to determine the root cause of failure of the particular tool where-after he shall submit a fault report on the findings and the extent of the damage sustained by the tool with his recommendations for preventative measures for future. This shall not be in a form of a quotation, but shall be a document accompanying the quotation. The quotation shall only indicate the cost of repair of the tool. The report referred to shall be submitted for all defects regarded as critical (e.g. motor failure) for the particular tool.
- The fault report, including the schedule of the repair work, costs and repair program specified, should be submitted to Transnet Freight Rail within three working days from the time that notification is given to the Contractor of the failure of the hydraulic tool.
- The Contractor must, with his fault report submit an official quotation, inclusive of all costs and repair time, upon which an official works order, will be created. Repair time shall be limited to 1 week after authority to carry repairs on the machine has been granted.
- At no point shall the contractor deal direct with any of the Transnet Freight Rail's track maintenance depots except the appointed contract manager based at a dedicated distribution centre.
- The Contractor shall indicate on the quotation/separate document the type of work to be carried out on the equipment to justify the labour rates charged
- The Contractor's fault report shall include his recommendation as to whether it is feasible to repair the hydraulic tool or to scrap it. Should the Contractor recommend scrapping then the equipment should forthwith be delivered back to the Distribution Centre for further handling?
- For any additional work that is discovered during the repair process the Contractor must submit a further damage report and quote for the additional work. Only after an inspection by Transnet Freight Rail, shall further action be authorised in writing by Transnet Freight Rail and the revised planning date will be approved
- The successful tenderer shall submit on monthly basis an electronic copy of repair reports indicating the repair work that has been carried out during that particular month. The report shall indicate amongst others the date of quotation, date of authorization, date machine returned to contract manager and invoice amount. This report shall be sent to the contract manager on the 20th of every month for the duration of the contract.

### **Service conditions and Quality**

- All machines must be repaired/serviced in an environment that is conducive to render the equipment and or tools functional for its intended use. The Tenderer shall indicate at the tendering stage what steps have been taken to implement a Quality System and shall submit a Quality Plan. Hydraulic Oil
- Hydraulic oil used in repairs to comply fully with the standard specifications for hydraulic oil used in hydraulic tools.
- The type of oil used shall be approved by TFR.

### **Performance tests on repaired tools**

- Upon completion of the repair and/or service of the hydraulic tools and equipment they shall be tested in accordance with the routine tests specified by the manufacturer, and must withstand those tests. Refer to attached hydraulic system test specification. A test

report printout shall be submitted with the test certificates after every repair on power units.

- These tests shall be carried out at the Contractors premises. If the Contractor does not have the facilities to carry out the required tests, he shall arrange to have the tests conducted elsewhere. The cost for the tests shall be included in the official quotation.
- The Contractor shall submit test certificates of the test results to the Transnet Freight Rail Contract Manager.
- All the safety critical components of each machine shall be declared safe before the machine can be send back to the Contract Manager.
- The test certificates indicating all the pressure ratings the machine was exposed to in order to declare safe operation shall be submitted. All the hydraulic systems (e.g. hydraulic power units) are to be tested to the requirements of HTMA performance tests and where nonconformity has been identified machines shall be corrected to conform with the requirements of the HTMA prior delivery to the distribution centre.
- All the hydraulic systems used to test the repaired equipment/tools shall conform to the HTMA specifications.
- All the gauges used in testing the equipment shall be calibrated and certified by a SANAS approved calibration centre. Calibration certificates shall be furnished to Transnet on request.
- Tenderers are required to submit detailed testing procedures to be followed when conducting tests on repaired equipment at stage of tendering. Each machine tendered for shall have a test procedure.

### **Inspections**

Transnet Freight Rail reserves the right to be presented during repair and/or service of the tools and equipment and the testing thereof, therefore Transnet Freight Rail must be advised timeously of the dates of commencement of the repair work and of testing in the event of it being to the advantage of Transnet Freight Rail and/or being requested.

### **Corrosion prevention and paint finish**

- All external painted surfaces shall be finished with an acceptable outer coat colour to match the existing finish if required.
- All unpainted surfaces such as aluminium, hardened steel, plastic and chrome shall be inspected for cracks and damage, other than fair normal wear and tear.
- The Transnet asset number originally engraved on the machine shall be engraved correctly as is after the machine has been painted.
- No data plates shall be painted

### **Packing**

- The hydraulic tools and equipment shall be packed in such a manner that they shall not sustain damage during handling and transportation, and precautions shall be taken to ensure that moisture cannot enter these units
- The hydraulic tools and equipment shall be transported back to site filled with all lubricants and ready for service in all respects

### **Guarantee and Delivery schedule**

- The Contractor shall guarantee the repaired tools and equipment against faulty workmanship and material for a period of minimum 6 months from date of repair.

- Tenderers are to submit a schedule of delivery times for all equipment tendered for i.e. time taken to deliver a fixed piece of equipment/time taken to fix equipment from the date of acceptance of quote or authorisation for work to be done.
- Guarantee repairs shall not be encouraged. Ideally repairs are to be done complete the first time.

### **Legal and Operational**

- Contractor and / or subcontractor must comply and execute their work in line with the requirements of the Occupational Health and Safety Act, (Act 85 of 1993 Regulations).
- The Contractor is to provide insurance cover for tools and equipment whilst in his possession for repair.
- The following penalties will apply or part thereof for delays due to Contractors repair time specified, i.e. 1% per day of the repair price of the hydraulic tool with a maximum of 10% of the purchase price of particular hydraulic tool. Repair time shall be in accordance as indicated in this document
- At no time shall the contractor claim the services/expenses that were never carried out, fraudulent charges shall not accepted. Under such circumstances, the contract shall be terminated with immediate effect.
- All spares (except seals) replaced from machines during the repair process shall be returned with the repaired machine to the distribution centre.
- No machines may be modified when using non-OEM parts.
- All non-OEM parts shall be approved by Transnet freight Rail

### **Reference List.**

The following publications are referred to herein, and shall be deemed to be specifically incorporated into this document and will be available on request: -

Transnet Freight Rail	Code 29 procedures and relevant regulations will be applicable. BBD 5118 version 1 – hydraulic rail shearing machine BBC 7684 version 1 – hydraulic rail saw BBC 7683 version 1 – 1” Impact wrench BBC 8101 version 1 – Hydraulic rail crossing grinder BBC 8103 version 1 – Hydraulic rail profile grinder BBC 7862 version 1 – hydraulic Rail drilling machine BBC 7685 version 1 – 10 ton Track Jack BBC 7681 version 1 – Hydraulic tie tamper BBC 1891 version 1 – Hydraulic power pack BBC 7687 version 1 – Hydraulic angle grinder BBF 7983 Version 1 – Hydraulic rail bender
Legal	Safety arrangements and procedural compliance with the Occupational Health and Safety Act.
International design criteria	These machines are designed and manufactured to HTMA specifications, they must at all times comply with these specifications and Transnet Freight Rail specification.

## **10 Legal review**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

## **11 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

## **12 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

**For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.**

## **13 Tax Compliance**

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

## Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

### TIP-OFFS ANONYMOUS:



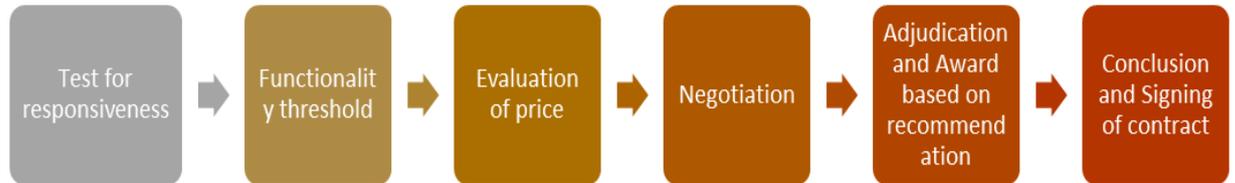
**You can choose to be Anonymous or Non-Anonymous on ANY of the platforms**  
**PLEASE RETAIN YOUR REFERENCE NUMBER**

				
	<p><b>AI Voice Bot "Jack"</b> Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p><b>What's App</b> Speak to an Agent via What's App.</p>	<p><b>Speak to an Agent</b> Speak to an Agent via the platform with no call or data charge</p>	<p><b>Telegram</b> Speak to an Agent via Telegram</p>
 <b>0800 003 056</b>	 <b>086 551 4153</b>	 <b>reportit@ethicshelpdesk.com</b>	 <b>*120*0785980808#</b>	

## SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

### 1 Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:



#### 1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to [Step Two] for further pre-qualification***

#### 1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met:</li> </ul>	<i>All sections including: Section 2</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer and all items priced</li> </ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> <li><b>SBD1 Form</b></li> <li>Proof of registration on NT Central Supplier Database</li> </ul>	<i>Section 1</i>

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to [Step Three] for further evaluation***

**1.3 STEP THREE: Phase 1 - Technical Pre-Qualification Criteria**

The test for the Technical Pre-Qualification Criteria will include the following:

Technical Pre-Qualification Criteria	RFQ Reference
Whether the Technical Pre-Qualification criteria set by Transnet have been met: <ul style="list-style-type: none"> <li>Fully / Duly completed Section 9: Declaration of Technical Competence and Capacity</li> </ul>	<i>Section 9</i>

Respondents must complete and submit Section 9. Failure to comply with this requirement will lead to disqualification.

***The test for the technical pre-qualification criteria Step 3 phase 1 must be passed for a Respondent's Proposal to progress to Step 3 phase 2***

**1.4 STEP THREE: Phase 2 - Minimum Threshold 60 points for Technical Criteria**

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)
Delivery lead/repair time	20	No indication or non-responsive = 0 5 Weeks and more = 1 (4) 4 Weeks = 2 (8) 3 Weeks = 3 (12) 2 Weeks = 4 (16) 1 Week of less = 5 (20)
Previous Experience	60	No indication or non-responsive = 0 1 Reference = 1 (12) 2 References = 2 (24) 3 References = 3 (36) 4 References = 4 (48) 5 or more references = 5 (60)
Guarantee Period	20	No indication or non-responsive = 0 2 Months or less = 1 (4) 3 Months = 2 (8) 4 Months = 3 (12) 5 Months = 4 (16) 6 Months or more = 5 (20)
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	<b>60</b>	

Respondents must complete and submit **Section 10** which include a **Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Section 10

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

***The minimum threshold for technical/functionality [Step Three Phase 2] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation***

**1.5 STEP FOUR: Evaluation of Price [Price]**

a) **Price Criteria**

Evaluation Criteria	RFQ Reference
• Commercial offer	<i>Section 4</i>

To determine a preferred bidder, bidders' prices will be ranked from the lowest to the highest acceptable price offered and Transnet will award business to the lowest acceptable Bid (highest ranked bid) unless objective criteria justify the award to another bidder.

**1.6 STEP FIVE: Post Tender Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).
- Over and above the negotiating of prices with the preferred bidder to get a market-related price, Transnet may engage preferred bidder(s) to negotiate reduced rates before or after the award of business to achieve cost effectiveness in all its contracts.

**1.7 STEP SIX: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

## 2 Validity Period

Transnet requires a validity period of 90 [Ninety] Business Days (**17 August 2022**) from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

## 3 Disclosure of contract information

### Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

### Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

### Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.					
<b>Is the Respondent</b> (Complete with a "Yes" or "No")					
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>	
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>					

No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

#### 4 Returnable Documents

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion</i></b>
Essential Returnable Documents	<b><i>Failure to provide essential Returnable Documents will result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i></b>

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

##### a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form with a price offer and all items priced	
SECTION 9: Declaration of Technical Competence and Capacity	

**b) Returnable Documents Used for Scoring**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 10: Previous Experience / Delivery Lead/Repair Time & Guarantee Period	

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Valid proof of Respondent's compliance to B-BBEE requirements	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: SBD 9 - Certificate of Independent Bid Determination	
SECTION 8: Protection of Personal Information	

**5 Continued validity of returnable documents**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

**SECTION 4  
 QUOTATION FORM**

I/We \_\_\_\_\_

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet’s acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

**Price Schedule**

I/We quote as follows for the goods/services required, on a “delivered nominated destination” basis, excluding VAT:

**1. HYDRAULIC TRACK JACKS (ESTIMATED QTY = 40 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>INSPECT AND QUOTE</u></b>	<b><u>SERVICE/REPAIR COST PER UNIT</u></b>
1	Inspection of jack for leaks, defective controls and wear and damages.	R	
2	Draining and changing of hydraulic fluid.		R
3	Test of jack.		R
4	Polish and Hone jack cylinder.		R
5	Fitting of seal kit.		R
6	Fitting of new control mechanism.		R
7	Test and verification of jack.		R
8	Painting of Equipment if required		R
9	Labour cost per hour		R
10	Time to repair (Hours)		

**2. HYDRAULIC TIE TAMPERS (ESTIMATED QTY = 35 EACH)**

<b>DESCRIPTION OF WORK</b>		<b>INSPECT AND QUOTE</b>	<b>SERVICE/REPAIR COST PER UNIT</b>
1	Inspection of tie tamper for leaks, defective mechanisms and any form of abuse & damage	R	
2	Check tightness of fasteners and missing parts.		R
3	Check Hexagon bush in nose casting for wear and damage.		R
4	Lubricate Vibro-damped handles.		R
5	Recharge Nitrogen accumulator.		R
6	Overhauling of tie tamper vibrating mechanism.		R
7	Replacement of nose casting.		R
8	Testing and certification of tie tamper.		R
9	Painting of Equipment if required		
10	Labour cost per hour		
11	Time to repair (Hours)		R

**3. HYDRAULIC RAIL SAW/DISC CUTTER (ESTIMATED QTY = 15 EACH)**

<b>DESCRIPTION OF WORK</b>		<b>INSPECT AND QUOTE</b>	<b>SERVICE/REPAIR COST PER UNIT</b>
1	Inspection of machine for leaks, effective mechanisms, and any form of abuse.	R	
2	Check tightness of fasteners.		R
3	Check rail clamp mechanism for wear and cracks.		R
4	Check controls/triggers and safety mechanism for wear and adjust if required.		R
5	Overhaul of hydraulic motor and re-seal when necessary (note only OEM seals shall be used).		R
6	Overhaul of drive mechanism.		R
7	Check accuracy and square alignment for cutting the rail.		R
8	Test and certification of machine.		R
9	Painting of Equipment if Required		R
10	Labour cost per hour		
11	Time to repair (Hours)		R

**4. HYDAULIC RAIL DRILLS (ESTIMATED QTY = 7 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>INSPECT AND QUOTE</u></b>	<b><u>SERVICE/REPAIR COST PER UNIT</u></b>
1	Inspection of machine for leaks, effective mechanisms, and any form of abuse.	R	
2	Check tightness of fasteners.		R
3	Check rail clamp mechanism for wear and cracks.		R
4	Check controls for wear and adjust if required.		R
5	Overhaul of hydraulic motor.		R
6	Overhaul of drive mechanism.		R
7	Check accuracy and square alignment to rail for drilling.		R
8	Test and certification of machine.		R
9	Painting of Equipment if Required		R
10	Labour cost per hour		R
11	Time to repair (Hours)	R	

**5. HYDRAULIC ANGLE GRINDER (ESTIMATED QTY = 6 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>INSPECT AND QUOTE</u></b>	<b><u>SERVICE/REPAIR COST PER UNIT</u></b>
1	Inspect machine for leaks and defective control mechanism or any abuse.	R	
2	Carry out minor repairs/adjustments to machine.		R
3	Overhaul drive mechanism.		R
4	Overhaul hydraulic motor.		R
5	Check safety ratings in respect of speeds, torque and pressures. Check trigger mechanism and repair		R
6	Fitting of new seal kit.		R
7	Test and certify machine.		R
8	Painting of Equipment if Required		R
10	Labour cost per hour		R
11	Time to repair (Hours)		R

**6. HYDRAULIC IMPACT WRENCHES (ESTIMATED QTY = 20 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>INSPECT AND QUOTE</u></b>	<b><u>SERVICE/ REPAIR COST PER UNIT</u></b>
1	Inspect machine for leaks and defective control mechanism or any abuse and damages	R	
2	Carry out minor repairs/adjustments to machine. E.G. repair loose and fit non slip surface material on handle.		R
3	Overhaul impact mechanism - hammers and anvils		R
4	Overhaul hydraulic motor.		R
5	Check safety ratings in respect of speeds, torque and pressures.		R
6	Fitting of new seal kit.		R
7	Overhaul of impact mechanism		R
8	Test and certify machine.		R
9	Painting of Equipment if Required		R
10	Labour cost per hour		R
11	Time to repair (Hours)		R

**7. HYDRAULIC RAIL CROSSING GRINDERS (ESTIMATED QTY = 2 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>INSPECT AND QUOTE</u></b>	<b><u>SERVICE/ REPAIR COST PER UNIT</u></b>
1	Inspect machine for leaks, defective controls, and wear on mechanical parts. Check belts and pulleys	R	
2	Do adjustments and replace worn parts.		R
3	Overhaul drive mechanism(s).		R
4	Overhaul hydraulic motor.		R
5	Check mechanical operation of machine and replace worn parts.		R
6	Test and certification of machine.		R
7	Painting of Equipment if Required		R
8	Labour cost per hour		
9	Time to repair (Hours)		R

**8. HYDRAULIC RAIL PROFILE GRINDER (ESTIMATED QTY = 2 EACH)**

<b>DESCRIPTION OF WORK</b>		<b>INSPECT AND QUOTE</b>	<b>SERVICE/ REPAIR COST PER UNIT</b>
1	Inspect machine for leaks, defective controls, and wear on mechanical parts.	R	
2	Do adjustments and replace worn parts.		R
3	Overhaul drive mechanism(s).		R
4	Overhaul hydraulic motor.		R
5	Check mechanical operation of machine and replace worn parts.		R
6	Test and certification of machine.		R
7	Painting of Equipment if Required		R
8	Labour cost per hour		R
9	Time to repair (Hours)		R

**9. HYDRAULIC POWER UNITS (ESTIMATED QTY = 10 EACH)**

<b>DESCRIPTION OF WORK</b>		<b>INSPECT AND QUOTE</b>	<b>SERVICE/ REPAIR COST PER UNIT</b>
1	Inspection of machine for oil leaks, defective mechanisms and any form of abuse and damages	R	
2	Check Hydraulic manifold circuit for functionality and repair if required		R
3	Regular Service of unit:		R
	• Changing of lubricants, coolant and hydraulic oil		
	• Changing of filters • Tuning of engine		
4	Do adjustments and replacement of wearing items.		R
5	Repair/replacement of hydraulic pump.		R
6	Repair engine:		R
	• Fuel system		
	• Starting / electrical system & re-wiring		
	• Exhaust system • Cooling system		
7	Checking of hydraulic system performance and certification of machine in terms of Occupational Health and Safety Act..		R
8	Painting of Equipment if Required		R
9	Labour cost per hour		R
10	Time to repair (Hours)		R

**10. HYDRAULIC RAIL SHEARS (ESTIMATED QTY = 6 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>INSPECT AND QUOTE</u></b>	<b><u>SERVICE/ REPAIR COST PER UNIT</u></b>
1	Inspect machine for wear, leaks and defective control and damages.	R	
2	Check tightness of fasteners, polish and hone cylinders		R
3	Do adjustments and replace worn items.		R
4	Inspect cutting jaws for wear and alignment.		R
5	Replace seal kit.		R
6	Test and certify machine.		R
7	Painting of Equipment if Required		R
8	Labour cost per hour		R
9	Time to repair (Hours)		R

**11. CONSUMABLES**

Mark-up Percentage on Consumable	%
----------------------------------	---

*Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.*

**Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, exclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors. All line items must reflect the correct unit price and total price, after taking into account the quantity. The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT. Transnet may disqualify bidders that submit bids with arithmetical errors.
- g) Failure to price all items on the Pricing Schedule will result in disqualification.

**SECTION 5**  
**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:**

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

**Note:** Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 6**  
**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation **[RFQ]**;
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. **Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.***

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

**DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)**

12. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

13.1. Full Name of bidder or his or her representative: .....

13.2. Identity Number: .....

13.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

13.4. Company Registration Number: .....

13.5. Tax Reference Number: .....

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

13.6. VAT Registration Number: .....

13.7. Are you or any person connected with the bidder presently employed by the state?	<b>YES / NO</b>
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<b>YES / NO</b>
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	<b>YES / NO</b>
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	<b>YES / NO</b>
13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
13.11.1. If so, furnish particulars:	.....
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<b>YES / NO</b>
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

**14. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**BREACH OF LAW**

15. We further hereby certify that *I/we **have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:	
Name:	Name:	
Position:	Position:	
Signature:	Signature:	
Date:	Registration No of Company/CC _____	
Place:	Registration Name of Company/CC _____	

## **SECTION 7**

### **SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or

\_\_\_\_\_  
<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

- f. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **SECTION 8**

### **PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

**SECTION 9**

**DECLARATION OF TECHNICAL COMPETENCE AND CAPACITY**

Please indicate the tools for which your business concern is technically competent and possess the capacity (competent number of staff, workshop and tool/machinery, hydraulic test equipment) to repair and service.

<b>Description</b>	<b>Technically competent to service and repair (Yes or No)</b>
Hydraulic Rail Saw (Disc Cutter)	
Hydraulic 1" Impact Wrench	
Hydraulic Power Unit	
Track Jacks	
Hydraulic Tie Tampers	
Hydraulic Rail Drill	
Hydraulic Rail Angle grinder	
Hydraulic Rail Crossing Grinder	
Hydraulic Rail Profile grinder	
Hydraulic Rail Weld shearing Machine	

Note: Failure to duly complete, sign & submit this mandatory returnable document will render your submission non-responsive

